

MEMORANDUM OF AGREEMENT

B E T W E E N :

Ontario College of Teachers

- and -

Andrea Mae Morency, OCT

WHEREAS Andrea Mae Morency, OCT is a Member of the Ontario College of Teachers (Registry number 262627);

AND WHEREAS Michael Salvatori, OCT, Registrar and Chief Executive Officer of the Ontario College of Teachers, initiated a complaint on September 29, 2010, with respect to the conduct or actions of Andrea Mae Morency, OCT;

THE PARTIES to this agreement are the Ontario College of Teachers (the “College”) and Andrea Mae Morency, OCT (the “Member”) (collectively, the “Parties”). The Registrar’s signature on this Memorandum of Agreement (the “MOA”) does not bind the Investigation Committee in its function to consider and dispose of this matter;

WHERE THE INVESTIGATION COMMITTEE requests modifications to this MOA, the Dispute Resolution Officer shall consult the Parties as to whether the modifications are acceptable. If the Parties accept the modifications, the revised MOA shall become final and binding once ratified by the Investigation Committee;

WHERE THE INVESTIGATION COMMITTEE does not ratify the MOA or the Parties do not accept the modifications, the complaint will proceed through the investigation process and will be considered by a differently constituted panel of the Investigation Committee. The second panel of the Investigation Committee will not be provided with, nor will it consider this MOA;

Agreed Statement of Facts

The parties hereby agree to the truth and accuracy of the facts that are hereinafter expressed and agree to the receipt of this document by the Investigation Committee.

1. At all material times, the Member was employed by the Lakehead District School Board (the “Board”) as a Principal at Algonquin Avenue School.
2. The Member was hired by the Board as an elementary school teacher in 1995. She was promoted to the role of Vice-Principal in January 2003 and served in this capacity as a Special Education Officer at the Board for almost 3 years, until she moved into a school, where she served as Vice-Principal for 6 months. She was then promoted to the role of

Principal in September 2006, and served in this capacity at the Algonquin Avenue School (the “School”) until the end of June 2009, at which time she was transferred to Nor’wester View Public School.

3. Shortly after this, the Board become aware of financial irregularities related to the Member’s use of Anti-Poverty Initiative funds and was concerned about their inability to locate some school property purchased using these funds. The Member was able to assist the Board in locating some property through her answers to their inquiries; however, there are some items that remain missing.
4. The Board conducted an investigation and concluded that the Member failed to properly track the Anti-Poverty Initiative funds and using them, improperly purchased items that were unrelated to anti-poverty initiatives and/or that could not be located in the School.
5. The Board advised the College that it intended to impose restrictions on the Member’s duties for reasons of professional misconduct, but did not do so because the Member went on medical leave on December 7, 2009, and then resigned from her position as Principal with the Board effective June 25, 2010. The Member remains employed by the Board and may return to a teaching position following her leave.

Background re Anti-Poverty Initiative Fund

6. In 2007, on the request of the Board, the Member, as Principal of the School, applied for funding from the Anti-Poverty Initiative (“API”) administered by the Elementary Teachers’ Federation of Ontario (ETFO). The Member’s School was one of 15 schools across Ontario to be granted funding. The funding was intended to be used to assist students affected by the lower socio-economic levels of their community to be successful at school.
7. Each applicant was invited to submit project proposals explaining how the monies would be spent at their school. In the first year, the Member’s project was called “Changing Perspectives” and the focus was on changing attitudes and beliefs about the relationship between socio-economic status and achievement. The second-year project was called “I Pledge: A project to integrate critical thinking, technology and citizenship.” In both proposals, the Member identified the intention to spend significant project dollars on technology and other resources for the school, as well as to support teachers in their work to attempt to close achievement gaps among students.
8. The Board received \$10,000.00 for the School for each of the 2007-2008 and 2008-2009 school years from the Fund.
9. The Member was to submit Year 1 and 2 Project Budgets as well as Interim Reports and a Final Report to ETFO. The Final Report was to include, among other things, a final accounting of all expenses, including photocopies of all receipts over \$100. The Member provided receipts to staff in the Finance Department at the Board. However, she

acknowledges that as Principal, she was ultimately responsible for ensuring that the receipts were attached to the Final Report and this did not occur.

10. The Member acknowledges that she did not keep accurate and complete records of the expenditures, and failed to provide some of the required information and documentation (receipts/invoices) related to the use of the funds, to the Board. She further acknowledges that she purchased items with the funds that were not used for the API.
11. The Member further admits that she mismanaged and misused some of the API funds.
12. Further particulars with respect to these admissions are set out below.

Technology Equipment

13. When the new principal started at the School in the summer of 2009, it was discovered that some of the technology equipment purchased using the API funding was not physically in the school. According to the Board, the missing equipment included a 37" Samsung Flat Screen Television valued at \$1250, two Wii fit systems, two Wii Gaming Consoles, a Samsung Bluray DVD player and five digital cameras.
14. The Member admits that she brought to her new school one Wii fit system, one Wii Gaming Console and two digital cameras, a laptop, a printer and some textbooks, all of which she states were clearly labelled "Algonquin Public School". She states that she borrowed these items because the new school was under-resourced and she believed that the Algonquin Avenue School was now in excellent condition from a budgetary and resources standpoint. She intended to return the equipment once she had ensured a successful start-up at the new school.
15. The Member states that she believed it was appropriate to move resources from one school to another and that she was open about her intentions. When she came to understand that the Board had different expectations in this regard, she immediately apologized and returned the equipment and resources to the School.
16. With respect to the other missing equipment, the Member states that she left the second Wii system and second Wii Console, as well as all three televisions that were purchased using the API funds at the School, when she departed for her new school. However, she acknowledges that it was not prudent to purchase the 37" Samsung television using the API funds as it was particularly expensive.
17. As for the two cameras, the Member admits that she unintentionally took these cameras with her to her new school. When she received an e-mail from the Information Services Technician (IST) at the School asking about the whereabouts of the Bluray DVD player and a digital camera in the fall of 2009, she responded by stating, "everything was left ... not sure". She subsequently realized that these two cameras had been mistakenly packed up with the Wii system, and contacted the IST about delivering the cameras to her, either at the School or at her home. Ultimately, she returned them to the IST's home.

18. The Member maintains that there were four (not five) cameras at the School. One camera was stolen from the School during a school event. The other, which was purchased along with a camera lens from Imagetech, for approximately \$2,100, was left at the School when the Member was transferred to her new school.
19. The Board alleged that the Member purchased this camera for personal use and was reimbursed for part of the purchase price through the API funds. The Member maintains that the camera was purchased for the School and that, to her knowledge, it continues to be in use at the School, but she admits that it was not prudent to use the API funds to purchase such an expensive item.

Chapters Gift Cards

20. The Member admits that she purchased approximately \$4,600.00 in gift cards at Chapters Book Store from the API funds. The Member admits that she did not submit receipts indicating what was purchased using these cards to the Board.
21. Through its investigation, the Board discovered that some of the gift cards were used to purchase bath cubes, scrapbooks, greeting cards and wrap, magazines and books that were not intended for use with students, and more than \$500 in food or other products from Starbucks, including totes, mugs, tea, gourmet foods, and water bottles. The Members states that these items were given to teachers and students in gift bags at monthly assemblies as awards entitled “Caught you being Great”.
22. The Member states that the majority of the funds on the gift cards were used to purchase resources for the library and for teachers’ classrooms. She also gave gift cards in small denominations and food and other items purchased using the gift cards to guest speakers, volunteers, staff and students, and recalls buying coffee and other items from Starbucks for staff meetings.
23. However, the Member admits that she failed to properly track her spending with the gift cards and consequently, made errors with some of the gift cards. She further does not contest that she misappropriated API funds in using the cards to make some personal purchases.

Gift Registry and Personal Purchase

24. The Member used her Board issued Visa Card to purchase two cereal containers, two 6-piece lunch kits, a 13-piece food storage set and three cutting boards at Sears on May 13, 2009. The total value of the purchase was \$72.86. The first three items were purchased from a wedding registry for a shower and wedding that the Member attended. The receipt bears the Member’s notation of “Breakfast Club” on it.
25. The Member also received reimbursement for custom picture frames valued at \$1,200.00, which she later repaid to the Board.

26. The Member admits that she failed to take proper care in submitting these claims for reimbursement from the API funds. She further does not contest that she misappropriated the API funds in using them to make the purchases described above.
27. The Member acknowledges that in taking the actions described above, she behaved in an inappropriate and unprofessional manner. She apologizes for and regrets the errors that she has made.
28. The Member voluntarily admits the above particulars and understands that by doing so, she is waiving the right to require the College to prove the allegations against her and the right to a contested hearing.

Joint Submission on Resolution

The parties agree to resolve the complaint as follows:

29. the parties agree and undertake that upon ratification of this MOA, there shall be no further action taken, no appeal of any or all of the terms of this agreement, and no application for judicial review, providing the terms of this MOA are adhered to;
30. the Parties agree that any and all admissions contained in this Agreement are for the purpose of this proceeding only and do not constitute admissions as to the facts or findings in any other civil, criminal or administrative proceeding, except in other proceedings of the College.
31. the parties agree and understand that if any phrase or paragraph of this MOA is deemed null and void, the MOA shall be read as though the phrase or paragraph was stricken from the MOA and the amended MOA shall remain in force and effect;
32. the Member agrees and undertakes not to engage in employment where a certificate of registration and qualification is required for 9 months from the date of ratification of this MOA;
33. the Member agrees and understands that upon ratification of this MOA, the Investigation Committee shall admonish her with respect to the above particulars. The Committee will decide whether the admonishment will be delivered in writing or orally;
34. the Member agrees and undertakes to successfully complete a course of instruction covering professional ethics, pre-approved by the Registrar, at her own expense, before seeking or engaging in employment requiring a certificate of registration and qualification;

35. the Member agrees and undertakes that, within 30 calendar days of completion of the above-noted course, the Registrar shall be provided with written confirmation of the Member's completion of the course by the course practitioner;
36. the Member agrees and undertakes not to assume any financial responsibilities in any employment where a certificate of registration and qualification is required, for 2 years following the completion of the above-noted 9 month period;
37. the Member agrees and understands that upon ratification of this MOA, the Public Register maintained by the Registrar, in accordance with section 23 of the *Ontario College of Teachers Act, 1996*, shall include a notation to the effect of:

On (insert date of ratification by Investigation Committee), the Member agreed to be admonished by the Investigation Committee and not to engage in employment where a certificate of registration and qualification is required for 9 months, and to have terms, conditions and limitations imposed on her certificate. At the time of the agreement, a professional misconduct investigation was in progress wherein the Member was alleged to have mismanaged and misused school funds. Publication in *Professionally Speaking/Pour parler profession*.

There may also be other amendments made to the Public Register to reflect this agreement between the Parties, including amendments to the Status; Terms, Conditions & Limitations; and Status History sections of the Public Register;

38. the Member agrees and understands that the College shall publish her name with a summary of the complaint and its resolution as contained in this MOA. Such publication shall be made in the College's official publication, *Professionally Speaking/Pour parler profession*, on the College web site, and in any other manner the Registrar and Chief Executive Officer deems appropriate. The publication shall include the Member's name;
39. the Member agrees and understands that upon ratification of this MOA, the College shall make the Decision of the Investigation Committee, including this MOA, available for review by the public in the College's Margaret Wilson Library, on the College's web site and in any other forum the Registrar and Chief Executive Officer deems appropriate;
40. the Member agrees and understands that upon ratification of this MOA, the College shall submit a copy of the Investigation Committee Decision and MOA to Quicklaw, an online legal database;
41. the Member agrees and understands that upon ratification of this MOA, the College shall provide notice of the Member's agreement not to not to engage in employment where a certificate of registration and qualification is required for 9 months to those organizations routinely notified by the College of such action, including but not limited to school boards, teacher federations or affiliates, and teacher licensing and governing bodies in Canada and elsewhere;

42. the Member agrees and understands that this MOA is the entire agreement between her and the College and that there have been no oral or written representations made by the College as an inducement or threat to enter into this MOA;
43. the Member confirms that she understands the nature and effect of this MOA and that she has obtained independent legal advice in this regard;
44. the Member agrees and understands that, in the event she breaches a term of this MOA, she is estopped from alleging, by way of defence, that the College failed to investigate or dispose of the complaint in a timely manner with respect to the period between the resolution of the complaint and the date on which the College became aware of such a breach;
45. the Member agrees and understands that, in the event she breaches a term of this MOA, the College may conduct a full investigation or hearing into this matter and/or the breach as permitted under the *Ontario College of Teachers Act, 1996*;
46. the Member agrees and understands that, in the event she breaches a term of this MOA, the College may provide the Investigation, Executive, Discipline, or Fitness to Practise Committee with all the information necessary to fulfil its statutory mandate;
47. the Parties agree that a signed telefax or other facsimile copy of this MOA shall have the same force and effect as the original of this document; and
48. the Parties agree that this MOA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Dated at _____ this _____ day of _____
Town/City Day of mo. Month Year

Witness

Andrea Mae Morency, OCT

Name of Witness – **Please Print**

Dated at Toronto this _____ day of _____
Day of mo. Month Year

Witness

Ontario College of Teachers

Ontario College of Teachers

Per: Michael Salvatori, OCT

Registrar and Chief Executive Officer

Name of Witness – **Please Print**